



GL JOINERY LTD

Staircase Specialist

Terms & Conditions

These terms and conditions of sale have been using written using plain English. Please read them carefully as they will form the basis of any contract between GL Joinery LTD or GL Stairs LTD both referred to as GL and you, the Customer. If any part of these terms and conditions of sale is not clearly understood, then you should either ask for clarification from the Company or seek independent legal advice.

DEFINITIONS

The “Company” means GL Joinery LTD or GL Stairs LTD, GL Joinery LTD, Unit 20, Lustrum Avenue, Portrack Lane, Stockton on Tees, TS18 2RB.

The “Customer” means any person, company or third party as detailed in the Contract. The Customer’s address and contact details are as detailed in the Contract.

The “Goods” means any goods or service, which are subject of the Contract.

The “Contract” means a legally binding agreement whereby the Customer agrees to the purchase Goods from the Company as detailed in the Company’s invoice.

The “Order” means a purchase order, either verbal or written, given by the Customer to the Company to Contract for the Goods under these Terms and Conditions of sale.

The “Carrier” means any third-party transport nominated by the Company to deliver the Goods to the Customer.

ACCEPTANCE OF ORDER

The Order will be accepted as a Contract at the discretion of the Company and subject solely to these Terms and Conditions of Sale, which supersede and prevail over all other terms or conditions contained in or referred to, in the Order or in any other correspondence or documents from the Customer unless agreed in specific Notice by the Company.

QUOTATIONS

The Company’s quotations are valid for 8 weeks, subject to continued availability of the specific products in the marketplace. A quotation does not constitute an offer to Contract, and the Company reserves the right to withdraw a quotation at any time. Where quotations are based on information provided by the Customer, such quotations are subject to the accuracy of that information supplied. Pre-survey quotations may be revised following a site survey.

TERMS OF PAYMENT

The terms of payment for the Contract are 50% deposit with Order, 50% payable 2 days prior to delivery of Goods to site unless agreed in writing prior to Order.

SUBCONTRACTORS

The Company reserves the right to sub-contract all or any parts of the Contract for the manufacture, supply, installation and/or finishing of the Goods. Where a subcontractor is engaged by the Company to fulfil the Contract, or part thereof, the Customer hereby agrees not to enter any Contract of any description, directly or indirectly with that subcontractor or any persons employed, directly or indirectly by that subcontractor.

TITLE/RISK

Title in the Goods will pass to the Customer when the Company receives full payment for the Contract, and that payment has entered the Company's bank account as cleared funds. Risk in the Goods will pass to the Customers immediately on collection of the Goods by the Customer by the Carrier. Until Title in the Goods has passed to the Customer the Company shall have the right to enter upon the Customer's premises or any other site or premises to recover the Goods.

DRAWING, IMAGES, SIZES AND MEASUREMENTS

All drawings supplied by the Company are the copyright of GL and cannot be reproduced or transmitted in any format whatsoever without prior Notice from the Company. All measurements shown on pre-survey drawings for quotation purposes only and final dimensions will only be confirmed after receipt of Order. Where measurements are supplied by the Customer, the Company will not be responsible for any discrepancies. Goods may be described in Imperial and/or metric dimensions and unless specifically stated on the Contract Imperial dimensions may be converted to their Metric equivalent or vice versa. A machining tolerance of +/- 5% is allowed. It is a condition of the Contract that the Customer agrees to permit the Company to take photographs of the Goods and to use those images on the Company's website for the purpose of marketing.

BUILDING REGULATIONS AND COMPLIANCE

The company will use its best endeavours to ensure all staircase Goods are manufactured to comply fully with current UK building regulations. However, it is the Customer's responsibility to check the suitability of the Goods with their building inspector prior to placing any order with the Company. The Company accepts no responsibility whatsoever of third-party designs. Should the Customer Order a design that falls outside of the relevant regulations or has chosen not to accept the Company's recommendations then the Company will not be liable for the resulting consequences.

SITE SURVEYS

At the Company's discretion, and on the condition that all necessary measurements can be taken, a free site survey is offered to all Customers Ordering staircase Goods from the Company for installation in the UK, excluding Northern Ireland.

SAMPLES/COLOUR/APPEARANCE

The Company's samples, photographs and images are representative of type only and no guarantee or warranty is offered or implied as to the precise colour, pattern and/or appearance. Some timber Goods may contain sapwood which is acceptable unless expressly excluded in the Contract. Where a specific colour is requested, the Company will endeavour to achieve as close to the match as possible, but the Customer should be aware that slight colour variations are sometimes inevitable.

DELIVERY DATES

The Company will use its best endeavours to deliver the Goods on time. However, delivery dates, where specified by the Company, are best estimates only and are of no contractual significance. In the event of any delay, the Company will contact the Customer and agree on an alternative date. In the event of any delay, the Company will not accept cancellation of the Contract nor pay any penalty to the Customer or any other third parties. Should the Customer be unable to accept delivery of the Goods on the agreed date for whatever reason, any outstanding balance must be paid into the Company's bank in cleared funds on or by the agreed delivery date.

DELIVERY RESTRICTIONS

Many small streets, weight, height and/or delivery time restrictions that may require the dispatch of a special delivery vehicle. It is the Customers responsibility to inform the Company prior to delivery if any such restrictions apply. The Customer is held responsible for all delivery costs if the delivery address is inaccessible due to restrictions that have not been made known to the Company. The Customer hereby agrees to pay the Company any penalties that are incurred by delivery vehicle; unloading taking longer than allowed by authorities; parking violations of any kind that occur while the vehicle is unloading at the Customers location. Where sites conditions dictate, it is the Customers responsibility to provide sufficient manual labour to assist in off-loading the Goods.

INSTALLATION OF GOODS

The Company accepts no liability of any issues relating to the installation of the staircase Goods unless the Customer Contracts with the Company direct for installations services. Under no circumstances will the Company be responsible for any remedial building, plastering or decorating works. Unless otherwise stated, quotations for the Installation of the staircase Goods do not include for the removal of any existing staircases, finishing or painting to any timber, aprons, trimming of staircase well openings or soffits to underside. Quotations for the installation of staircase Goods assumes fitting to a pre-formed stairwell and that all surfaces to be fixed to are sound, clean, dry, and perfectly square and flat. Any surfaces that are not may require additional work prior to installation. Where walls are not square or flat then gaps between walls and staircases are inevitable and acceptable. In any event, some gapping may be necessary to fit the staircase. It is the Customer's responsibility to ensure the structural integrity of all supporting joists within the building and to provide any scaffolding required. Should the Company arrive on site to carry out a pre-booked installation and find that the site conditions are unsuitable for installation for whatever reason then the Customer will be liable for all costs endured by the Company. Upon completion of installation, it is the Customer's responsibility to thoroughly check the Goods and the Company's workmanship whilst our installers are on site so that any outstanding issues may be rectified. Any issues or discrepancies that are not rectified must be brought to the Company in line with the Notice below.

SUPPLY ONLY GOODS

Supply only staircase will have been assembled as far as possible and winder boxes where applicable will have been dry assembled. Loose risers will require further trimming. Unless stated on our quotation we do not include any landing materials. Rake handrails will be cut to length and infill spacers may require further trimming to obtain equal spacing between newel posts. Landing balustrades components will be left long for site fitting and any mitres are to be cut and formed on site. The Company does not supply any screws, glue, or tools.

TIMBER GOODS

Timber Goods are natural products as such, variations in colour and appearance are the norm. The Customer should be aware that curved handrails may show colour variations on each section and some timber may exhibit sound knots and/or natural marks which are acceptable. The Customer should note that all timber Goods will undergo significant colour changes when a finish is applied, and the Customer's choice of finishing product will determine the outcome. When exposed to changes in temperature or humidity, Timber Goods may be subject to expansion or contraction which occasionally cause movement, gapping, or cracking. This is perfectly normal, and the Company will not be liable for any such movements, nor for any damage or movements caused by subsidence on site or by exposure to excessive heat, cold, damp, humidity, or flooding either in situ or storage. Hardwood treads, newel posts and/or stringers may be laminated and/or jointed to obtain required size/thickness. Similarly, where thin sizes/sections are required e.g., for stair risers or aprons, then hardwood veneers or hardwood faced MDF may be used in place of solid hardwood as thin sections of hardwood are unstable and may crack or warp. Curved stringers will be made up from laminated sections of plywood and finished with one coat of primer or veneered according to specification.

CANCELLATION

Cancellation of the Contract must be made in Notice to the Company were upon receipt of such the Customer will become immediately liable for all the costs of any work undertaken, material procured, and any other reasonable costs or expenses incurred by the Company in fulfilling the Contract up to the date of Cancellation.

INTELLECTUAL PROPERTY

The Company retains all rights and intellectual property to all staircase designs and to any photographs taken of the Goods supplied and the Customer hereby agrees to permit the Company to use any such photographs of the Goods for publication on the Company website, in advertisements or in sales literature that may be produced by the Company from time to time.

NOTICE

Any notices must be in writing and sent to the contact address, as detailed in the Contract, by email or by recorded post. No other notice shall be of any contractual value. Where possible it should be considered good practice to give prior notice by word of mouth, telephone, or text. However, such prior notice will not be of any contractual value. To the Contract, Notice will have been served within 24 hours of the sending of an email or recorded post of any working day.

INDEMNITY AND LIABILITY

The Company will not be liable for any losses that were unforeseeable to the parties when the Contract was formed, for losses not caused by the Company's breach of the Contract or for any business losses. In any event the Company's liability will be limited to the total value of the Contract. The Customer shall indemnify the Company in respect of all loss, damage or injury occurring to any person, firm, company, sub-contractor or property and against all actions, suits, claims and demands, charges or expenses in connection therewith for which the Company may become liable in respect of the Goods in the event that such loss, damage or injury shall have been occasioned by the negligence of the Customer or a third party employed by the Customer.

JURISDICTION

These terms and conditions shall be interpreted, construed, and enforced in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Courts. If any one or more provisions of these terms and conditions are adjudged by any Court to be unfair, then only that provision will be unenforceable and remaining provisions will continue in full force and effect.